

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made between the New York City Transit Authority (hereinafter referred to as the "Authority") and the Transport Workers Union, Local 106, Transit Supervisors Organization, Station Supervisors, Level II (hereinafter referred to as the "Union").

It is mutually agreed that the collective bargaining agreement between the Authority and the Union shall be amended as follows:

1. Term

The term of this agreement shall be March 4, 2010 through April 15, 2018. This agreement is subject to ratification by the MTA Board and members of the Union.

2. Wages

The wage rate for employees represented by the Union shall be increased as follows:

- 1) a) Effective June 4, 2010 – two percent (2%)
b) Effective December 4, 2010 – two percent (2%)
c) Effective June 4, 2011 – two percent (2%)
d) Effective December 4, 2011 – two percent (2%)
e) Effective March 4, 2012 – three percent (3%)

The June 4, 2010 and December 4, 2010 increases shall be based on the rate of pay in effect on June 3, 2010.

The June 4, 2011, December 4, 2011, and March 4, 2012 increases shall be based on the rate of pay in effect on June 3, 2011.

- 2) a) Effective March 4, 2013, the rates of pay that were in effect on March 3, 2013 shall be increased by one percent (1%).
b) Effective March 4, 2014, the rates of pay that were in effect on March 3, 2014 shall be increased by one percent (1%).
c) Effective March 4, 2015, the rates of pay that were in effect on March 3, 2015 shall be increased by two percent (2%).
d) Effective March 4, 2016, the rates of pay that were in effect on March 3, 2016 shall be increased by two percent (2%).

e) Effective March 4, 2017, the rates of pay that were in effect on March 3, 2017 shall be increased by two percent (2%).

3. Health Benefits

The Authority shall maintain all existing Health Benefits for active employees as previously contractually required. In the event that the Transport Workers Union, Local 106 (Transit Supervisors Organization) Queens Unit and the Operating Supervisory Units negotiate changes to their dental and/or optical plans, either party upon notice to the other, may request to re-open negotiations solely for the purposes of negotiating the same changes for Station Supervisor Level IIs.

4. Other Benefits

The Authority shall increase the line of duty death benefit, currently \$50,000 to \$250,000.

The Authority shall increase the Active Service Member Death Benefit from the current \$5,000 to \$25,000 for employees who die while in active service (other than line of duty death).

5. Additional Sick Leave

Additional sick leave shall be provided to each employee at seventy-five percent (75%) of what the employee would have been paid if he/she worked in accordance with his/her regular schedule subject to the terms and conditions hereinafter set forth:

Employees with three (3) or more years of service in the TWU, Local 106 bargaining unit at the beginning of the sick leave year: 120 days

The additional sick leave provided herein shall not be accumulated from year to year but shall be available to the covered employee in each year. The additional days shall not be available to an employee unless he/she is absent for illness for nine (9) or more consecutive working days, in which event that employee shall receive pay to the extent provided above from the first day after exhausting his/her regular sick leave bank.

To be eligible to receive the additional days of sick leave on a seventy-five percent (75%) basis during any sick leave year, the employee must be eligible for an allowance of twelve (12) days of sick leave pay in said sick leave year.

An employee who has exhausted all of his/her sick leave allowances at full pay, may elect, subject to the approval of his/her department head, to use any current vacation or accrued AVA days to which he/she may be entitled to in their entirety, before being eligible for sick leave at the seventy-five percent (75%) payment basis. If such absence is expected to continue beyond the end of the vacation year, the employee's leave of absence with pay for illness shall be interrupted for a sufficient number of days so that he/she may be paid for any remaining current vacation before the expiration of the vacation year. The employee must provide adequate

medical evidence to show that the entire period of absence including a vacation and AVA days used under this paragraph was the result of one continuous absence.

An employee may receive the additional twenty-five percent (25%) (for a total of 100%) of his/her pay as set forth above if he/she had more than one-half of his/her potential sick leave balance available at the onset of the illness which was the basis of the request for additional sick leave.

Upon exhaustion of the 120-day benefit, an additional 60 work days may be given at the sole discretion of management.

Such payments of additional sick leave cannot be utilized in conjunction with injury-on-duty claims. Such payments shall not be paid to an employee who has been terminated due to a disability pursuant to the Civil Service Law, Sections 72/73.

This provision replaces any and all additional sick leave grant programs that may exist.

6. Continuation of Terms:

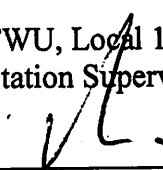
Except as otherwise expressly provided for in this Agreement, all provisions and Stipulations attached to the previous Collective Bargaining Agreement, shall continue in effect. All side letters attached to the previous Collective Bargaining Agreement shall continue in effect unless modified herein.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. IT IS FURTHER AGREED THAT THE PARTIES WILL JOINTLY SEEK SUCH APPROVAL WHERE REQUIRED.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the 10th day of June, 2014.

New York, New York

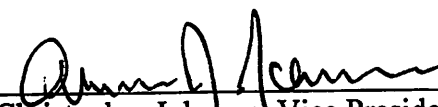
FOR: TWU, Local 106 (TSO)
Station Supervisor Level IIs



Vincent Modafferi, President
TWU, Local 106

FOR: MTA NYC Transit

Carmen Bianco, President



Christopher Johnson, Vice President
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